2. Regulations (Continued)

2.3 Obligations of the Customer(Continued)

2.3.1 General (Continued)

- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of services as stated herein, removing the facilities or equipment of the Company;
- (g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2. Regulations (Continued)

2.3 Obligations of the Customer(Continued)

.2.3.2 <u>Claims</u>

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (a) any loss, destruction or damage to property of the Company or any third-party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (b) any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third-party, arising from any act or omission by the Customer, including without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

ISSUED: August 8, 1996 EFFECTIVE: October 8, 1996

- 2. Regulations (Continued)
- 2.4 Customer Equipment and Channels
 - 2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

- 2.4.2 Station Equipment
 - 2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

ISSUED: August 8, 1996

- 2. Regulations (Continued)
- 2.4 Customer Equipment and Channels (Continued)
 - 2.4.2 <u>Station Equipment (Continued)</u>
 - 2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.4.3 <u>Interconnection of Facilities</u>

- 2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- 2.4.3.2 Local Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- 2.4.3.3 Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff.

ISSUED: August 8, 1996

- 2. Regulations (Continued)
- 2.4 Customer Equipment and Channels (Continued)
 - 2.4.4 <u>Inspections</u>
 - 2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
 - 2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

2. Regulations (Continued)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within 30 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. If any entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

2.5.1.1 Taxes: The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Service, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

- 2. Regulations (Continued)
- 2.5 Payment Arrangements (Continued)
 - 2.5.1 Payment for Service (Continued)
 - 2.5.1.2. A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a gross receipts tax on the Company's operations in any such state, or a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that state. This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that state and/or payment of interstate access charges in that state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

¹ Pending the conclusion of any challenge to a jurisdiction's right to impose a gross receipts tax, the Company may elect to impose and collect a surcharge covering such taxes, unless otherwise constrained by court order or direction, or it may elect not to impose and collect the surcharge. If it has collected a surcharge and the challenged tax is found to have been invalid and unenforceable, the Company will credit or refund such amounts to affected Customers (less its reasonable administrative costs), if the funds collected were retained by the Company or if they were delivered over to the taxing jurisdiction and returned to the Company.

2. Regulations (Continued)

2.5 Payment Arrangements (Continued)

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

- 2.5.2.1 All service, installation, monthly Recurring Charges and Non-Recurring Charges are due within 30 days of receipt.
- 2.5.2.2 The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided.
- 2.5.2.3 For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- 2.5.2.4 Amounts not paid within 30 days after the date of invoice are considered past due.
- 2.5.2.5 A \$15.00 charge will be assessed for checks with insufficient funds or non-existing accounts.

ISSUED: August 8, 1996

2. Regulations (Continued)

2.5 Payment Arrangements (Continued)

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within 30 days of receipt of the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the OKLAHOMA Corporation Commission in accordance with the Commission's rules of procedure.

2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.5.4 Advance Payments

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. An Advance Payment may be required in addition to a deposit.

ISSUED: August 8, 1996 EFFECTIVE: October 8, 1996

- 2. Regulations (Continued)
- 2.5 Payment Arrangements (Continued)
 - 2.5.5 Deposits
 - 2.5.5.1 Subject to the applicable regulations of the Oklahoma Corporation Commission, applicants for service or existing Customer's who cannot establish a satisfactory credit standing with the Company may be required to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
 - (a) two month's charges for a service or facility which has a minimum payment period of one month; or
 - (b) The charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in event that a termination charge is applicable. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.
 - 2.5.5.2 A deposit may be required in addition to an advance payment.

ISSUED: August 8, 1996

2. Regulations (Continued)

2.5 Payment Arrangements (Continued)

2.5.5 Deposits (Continued)

- 2.5.5.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at the Customer's option, return the deposit or credit it to the Customer's account. The Company shall refund deposits and accrued interest in a manner consistent with the applicable regulations of the Oklahoma Corporation Commission.
- 2.5.5.4 Deposits held will accrue interest at the fixed rate specified by the OKLAHOMA Corporation Commission. Interest is credited to the customer annually, or upon termination of the service, or upon return of the deposit by the Company

2.5.6 Discontinuance of Service

- 2.5.6.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer, and by otherwise complying with applicable regulations of the Oklahoma Corporation Commission, discontinue or suspend service without incurring any liability.
- 2.5.6.2 Upon violation of any of the other material terms or conditions for furnishing service, the Company may by giving 30 days' prior notice in writing to the Customer, and by otherwise complying with applicable regulations of the Oklahoma Corporation Commission, discontinue or suspend service without incurring any liability if such violation continues during that period.

ISSUED: August 8, 1996 EFFECTIVE: October 8, 1996

- 2. Regulations (Continued)
- 2.5 Payment Arrangements (Continued)
 - 2.5.6 Discontinuance of Service (Continued)
 - 2.5.6.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer may discontinue or suspend service without incurring any liability. In such situations, the Company may re-establish service by whatever means may be reasonable under the circumstances (including by replacement of the affected facilities or resale of another carrier's services or facilities), or may seek to modify its service area to reflect the loss of facilities subject to the requirements of 165:55-17-3 and any other applicable Commission rules.
 - 2.5.6.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service, the Company may, with prior notice to the customer, immediately discontinue or suspend service without incurring any liability.
 - 2.5.6.5 Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.
 - 2.5.6.6 The Company may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability:
 - A. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section A. (1-6) if:

2. Regulations (Continued)

2.5 Payment Arrangements (Continued)

2.5.6 <u>Discontinuance of Service (Continued)</u>

2.5.6.6 A. (Continued)

- (1) The Customer refuses to furnish information to the Company regarding the Customer's creditworthiness, its past or current use of common carrier communications services or its planned use of service(s); or
- (2) The Customer provides false information to the Company regarding the Customer's identity, address, creditworthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
- (3) The Customer has been given ten (10) day written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier communications services to which the Customer either subscribes or had subscribed or used: or
- (4) The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - (a) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
 - (b) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - (c) Any other fraudulent means or devices; or

- 2. Regulations (Continued)
- 2.5 Payment Arrangements (Continued)
 - 2.5.6 Discontinuance of Service (Continued)
 - (5) Use of service in such a manner as to interfere with the service of other users; or
 - (6) Use of service for unlawful purposes.
 - B. Immediately, upon written notice to a Customer who has failed to pay any sum within 30 days of the date when payment was due;
 - C. Upon ten (10) days written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.5; or
 - D. Thirteen (13) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that thirteen (13) day period; or
 - E. The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.

ISSUED: August 8, 1996

- 2. Regulations (Continued)
- 2.5 Payment Arrangements (Continued)
 - 2.5.6 <u>Discontinuance of Service (Continued)</u>
 - 2.5.6.6 (Continued)
 - F. Upon the Company's discontinuance of service to the Customer under Section 2.5.6.1 or 2.5.6.2, all applicable charges, including termination charges, shall become due. Termination charges shall not exceed sixty-five percent (65%) of the remaining charges under the term specified in each Service Order. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.
- 2.6 Allowances for Interruptions of Service
 - 2.6.1 Credit for Interruptions: When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

2. Regulations (Continued)

2.6 Allowances for Interruptions of Service

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint User, or other common carrier providing service connected to the service of Company;
- (b) interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (c) interruptions due to the failure or malfunction of non-Company equipment;
- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purpose or for implementation of a Customer order for a change in service arrangements;
- (g) interruption of service due to circumstances or causes beyond the control of the Company.
- 2.6.3 <u>Use of Alternative Service Provided by the Company</u>: Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

ISSUED: August 8, 1996

2. Regulations (Continued)

2.7 Cancellation of Service

2.7.1 Cancellation of Application for Service

- 2.7.1.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 2.7.1.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- 2.7.1.3 The special charges described in 2.7.1.1 and 2.7.1.2 will be calculated and applied on a case-by-case basis.

ISSUED: August 8, 1996

2. Regulations (Continued)

2.7 <u>Cancellation of Service (Continued)</u>

2.7.2 Cancellation of Service by the Customer

If a customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2, all costs, fees and expenses incurred in connection with:

- 1) all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- 3) sixty-five percent (65%) of all Recurring Charges specified in the applicable Service Order for the balance of the then current term.

2.8 Transfer and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

ISSUED: August 8, 1996

2. Regulations (Continued)

2.9 Notices and Communications

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

ISSUED: August 8, 1996

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3.1 DESCRIPTION

Service Connection Charges are, one-time charges associated with a service or item of equipment which applies on a per-item basis each time the service or an item of equipment is provided and includes, but not limited to the following:

Service Connection Charge: A Service Connection Charge is a one-time charge, which applies for Company work associated with activities to set up/change accounts, including, but not limited to, service order issuance, programming, billing, etc. for installations, moves, changes, or rearrangements of services and/or equipment.

Subsequent Non-Recurring Charge: A non-recurring charge may apply to the installation, change, or move of services, as specified in tariffs for each service or item of equipment, in addition to rates identified within this section of the tariff.

Labor Charge: Labor Charges are one-time charges related to work performed by the Company or a Company representative associated with customer premises visits. Charges are broken down as follows:

- Regulated Charges for work done on the Company's side of the protector/Standard Network Interface (SNI) and Demarcation Point (NI). This may include, but is not limited to, the move of a Demarcation Point or move the (SNI), at the customer's request.
- Maintenance When a dispatch is necessary on repair to isolate trouble on the Customer's side of the Demarcation Point. Charges apply when a technician is dispatched; and the network is verified OK; and trouble is isolated to the customer's side of the Demarcation Point.
- Inside Wire Installation/Jacks Includes all wire and jacks (excluding customer premise equipment) on the customer's side of the Company's Demarcation Point. Charges apply at the customer's request and expense.

3.2 GENERAL REGULATIONS

3.2.1 The Service Connection Charges specified for the connection, move or change of service, contemplate work being performed by the Company, or on behalf of the Company, during normal working hours Monday through Friday from 8:00 AM to 5:00 PM.

If the customer requests that overtime labor be performed at hours of the day or days of the week other than normal work hours or day, or on holidays, or interrupts work once begun, additional charges will apply as appropriate.

- 3.2.2 Service Connection Charges are in addition to other rates and charges normally applying under the tariffs. They apply in addition to construction charges made because of unusual costs in establishing service.
- 3.3 SERVICE CONNECTION CHARGES DO NOT APPLY TO:
 - 3.3.1 Moves or changes required for the proper maintenance of service.
 - 3.3.2 Changes of telephone numbers for Company initiated reasons or service reasons e.g., change to Touch-tone service.

ISSUED: August 8, 1996 EFFECTIVE: October 8, 1996

3.4 SERVICE CONNECTION CHARGE APPLICATIONS

- 3.4.1 Non-recurring charges associated with specific services are identified under each tariff section where the rate is applied.
- 3.4.2 Additional Non-recurring charges may apply, as specified in each of the tariff sections. The following list identifies major service categories for Service Connection Charges and the associated rates. (1)

| · | Residence Service Connection | Business Service Connection |
|--|---------------------------------|--------------------------------|
| Access Line (per line) | | |
| New Installation | \$44.45 | \$82.75 |
| Move | \$30.00 | \$82.75 |
| Additional Line | \$30.00 | |
| Access Line - Lifeline | | |
| (CTCAP) | \$22.00 (2) | |
| Link Up America | | |
| Assistance | (3) | |
| Access Line - CES I or CES II (4) | | \$82.75 |
| Change to or from | | |
| Residential features; or Gateway S1 Standard | \$6.00 | \$10.00 |
| Features/Packages/ | | |
| Optional Features | | |
| Change to/from CES I | | |
| to/from CES II | | \$75.00 |
| Add or Change CES I or II | | |
| line features/packages (5) | | \$40.00 |
| Add or Change CES I or | | |
| CES II System Features (5) | | \$60.00 |

⁽¹⁾ Only one Service Connection Charge applies, per order issued.

⁽²⁾ Service Connection Charges do not apply to change existing service to or from Lifeline service. For connections of new service, Service Connection Charges apply.

⁽³⁾ For installation of the main residence access line, a fifty percent discount applies, not to exceed \$30.00.

⁽⁴⁾ Refer to Section 10, CES

⁽⁵⁾ Refer to Section 10, CES, for features and additional charges.

3.4 SERVICE CONNECTION CHARGE APPLICATIONS (Continued)

3.4.2 Additional Non-recurring charges may apply, as specified in each of the tariff sections. The following list identifies major service categories for Service Connection Charges and the associated rates. (Continued) (1)

| | Residential Service Connection | Business Service Connection |
|---|--------------------------------|--------------------------------|
| Line Restoral (per line/per trunk) | \$20.00 | \$40.00 ⁽²⁾ |
| PIC -2 Change (per line) | \$5.00 | \$5.00 |
| Suspension of Service Restoral Charge (per line/per trunk) | \$20.00 | \$30.00 (3) |
| Change Class of Service (Residence to Business or Business to Residence) | \$22.00 | \$24.75 |
| Directory Services | \$7.25 | \$18.00 |
| Number Change (per access line) | \$22.00 | \$27.75 |
| Supersedure | \$20.00 | \$50.00 |
| Rearrangement of trunk circuits | | \$ 17.50 |
| Establish, Change from one type of hunting to another, or rearrange hunting sequence, per access line | \$11.25 | \$6.75 |

ISSUED: August 8, 1996

⁽¹⁾ Only one Service Connection Charge applies, per order issued.

⁽²⁾ Applies for Line/Trunk Restoral after temporary interruption of service initiated by the Company. If service is temporarily interrupted and payment is not received within 10 day following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.

⁽³⁾ Applies for line/trunk Restoral after Customer-initiated suspension.

3.4 SERVICE CONNECTION CHARGE APPLICATIONS (Continued)

3.4.3. The Labor Charges outlined below apply whenever a customer premises visit is required, at the customer's request for regulated service, as specified under 3.1: (1) (2) (3)

| | Sunday & Mon Sat. | | |
|--|--------------------------|------------------------|--------------|
| | Mon Sat. 8 a.m 5 p.m. | excluding 8 a.m 5 p.m. | Holidays (4) |
| First 30 minutes or fraction thereof | \$36.00 | \$42.00 | \$47.50 |
| Each additional 15 minutes or fraction thereof | \$13.50 | \$16.25 | \$19.00 |

3.4.4 A \$55.00 Labor Charge applies when a dispatch is necessary to isolate trouble on the customer's side of the demarcation point as specified under 3.1.

⁽¹⁾ Applies for installing, rearranging, changing, reterminating, moving or removing Standard Network Interface or additional terminations of existing access lines.

⁽²⁾ Work performed on the customer's side of the Demarcation Point, is billed at the customer's request and expense.

⁽³⁾ Applies for installing, rearranging, changing, reterminating, moving or removing network terminating wire or cable.

⁽⁴⁾ Holidays are defined as Christmas Day (Dec. 25), New Years Day (Jan 1), Memorial Day, Independence Day (July 4), Labor Day (first Monday in Sept.) and Thanksgiving Day (fourth Thursday in November).

LOCAL EXCHANGE SERVICES

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| | 4.4 Emergency Services (Enhanced 911) | 4.3 |
| | 4.5 Telecommunications Relay Service | 4.3 |